

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

U.S. BANKRUPTCY COURT
FILED
NEWARK, NJ

Chapter 11

2024 AUG 19 P 3:31

JEANNETTE WRIGHTON

BY: 
Case No. 23-13359 (VFP) CLERK

In re:
BED BATH & BEYOND INC., et al.,

Debtors.

**ANTHONY MITCHELL'S OPPOSITION TO PLAN ADMINISTRATOR'S MOTION TO
ENFORCE INJUNCTIVE PROVISIONS OF PLAN AND CONFIRMATION ORDER**

Anthony Mitchell ("Mitchell") hereby files this Opposition to Plan Administrator's Motion to enforce injunctive provisions of plan and confirmation order and respectfully states as follows:

On May 29, 2024 Anthony Mitchell commenced an action against 20230930-DK-Butterfly-1, Inc. and other defendants for, among other things, Violations of Section 10(b) of the Exchange Act and Rule 10b-5(b).

On August 1, 2024 Defendant 20230930-DK-Butterfly-1, Inc. ("Butterfly") filed Motion to enforce injunctive provisions of plan and confirmation order.

Butterfly alleges that pursuant to Confirmation order Docket No. 2172 it was released from any claims and liability.

Butterfly's motion should be denied for the following reasons:

The confirmation order in relevant part identifies the term of "Debtors", which means,

collectively: Bed Bath & Beyond Inc.; Alamo Bed Bath & Beyond Inc.; BBB Canada LP Inc.; BBB Value Services Inc.; BBBY Management Corporation; BBBYCF LLC; BBBYTF LLC; Bed Bath & Beyond of Annapolis, Inc.; Bed Bath & Beyond of Arundel Inc.; Bed Bath & Beyond of Baton Rouge Inc.; Bed Bath & Beyond of Birmingham Inc.; Bed Bath & Beyond of Bridgewater Inc.; Bed Bath & Beyond of California Limited Liability Company; Bed Bath & Beyond of Davenport Inc.; Bed Bath & Beyond of East Hanover Inc.; Bed Bath & Beyond of Edgewater Inc.; Bed Bath & Beyond of Falls Church, Inc.; Bed Bath & Beyond of Fashion Center, Inc.; Bed Bath & Beyond of Frederick, Inc.; Bed Bath & Beyond of Gaithersburg Inc.; Bed Bath & Beyond of Gallery Place L.L.C.; Bed Bath & Beyond of Knoxville Inc.; Bed Bath & Beyond of Lexington Inc.; Bed Bath & Beyond of Lincoln Park Inc.; Bed Bath & Beyond of Louisville Inc.; Bed Bath & Beyond of Mandeville Inc.; Bed Bath & Beyond of Opry Inc.; Bed Bath & Beyond of Overland Park Inc.; Bed Bath & Beyond of Palm Desert Inc.; Bed Bath & Beyond of Paradise Valley Inc.; Bed Bath & Beyond of Pittsford Inc.; Bed Bath & Beyond of Portland Inc.; Bed Bath & Beyond of Rockford Inc.; Bed Bath & Beyond of Towson Inc.; Bed Bath & Beyond of Virginia Beach Inc.; Bed Bath & Beyond of Waldorf Inc.; Bed Bath & Beyond of Woodbridge Inc.; bed 'n bath Stores Inc.; Bed, Bath & Beyond of Manhattan, Inc.; Buy Buy Baby of Rockville, Inc.; Buy Buy Baby of Totowa, Inc.; Buy Buy Baby, Inc.; BWAO LLC; Chef C Holdings LLC; Decorist, LLC; Deerbrook Bed Bath & Beyond Inc.; Harmon of Brentwood, Inc.; Harmon of Caldwell, Inc.; Harmon of Carlstadt, Inc.; Harmon of Franklin, Inc.; Harmon of Greenbrook II, Inc.; Harmon of Hackensack, Inc.; Harmon of Hanover, Inc.; Harmon of Hartsdale, Inc.; Harmon of Manalapan, Inc.; Harmon of Massapequa, Inc.; Harmon of Melville, Inc.; Harmon of New Rochelle, Inc.; Harmon of Newton, Inc.; Harmon of Old Bridge, Inc.;

Harmon of Plainview, Inc.; Harmon of Raritan, Inc.; Harmon of Rockaway, Inc.; Harmon of Shrewsbury, Inc.; Harmon of Totowa, Inc.; Harmon of Wayne, Inc.; Harmon of Westfield, Inc.; Harmon of Yonkers, Inc.; Harmon Stores, Inc.; Liberty Procurement Co. Inc.; Of a Kind, Inc.; One Kings Lane LLC; San Antonio Bed Bath & Beyond Inc.; Springfield Buy Buy Baby, Inc., the debtors and debtors in possession in the Chapter 11 Cases.

20230930-DK-Butterfly-1, Inc. is not listed as a Debtor in the confirmation order.

Accordingly, it is not covered by the order and therefore Butterfly has not been released from claims in Case No. 23-13359 (VFP).

Additionally, Mitchell's complaint states only 1 claim against Butterfly - Violations of Section 10(b) of the Exchange Act and Rule 10b-5(b). Butterfly failed to cite the relevant portion of the order stating that it is released from liability arising out of violation of law. Butterfly also failed to state any case law providing that the liability from the violation of statute can be released by the bankruptcy order.

For the foregoing reasons, the Court should deny Defendant 20230930-DK-Butterfly-1, Inc.'s Motion to enforce injunctive provisions of plan and confirmation order.

Dated: August 10, 2024

Respectfully submitted,



ANTHONY MITCHELL, pro se